

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
DIVISION

2012 JUN -7 PM 4:53

U.S. DISTRICT COURT  
MIDDLE DISTRICT OF TN

Gloria Abiodun Sesay  
504 Wilson Drive  
Mt. Juliet, TN. 37122  
Name of Plaintiff

v.

Case No. L

(To be assigned by Clerk)

Jury Demand ☐ Yes ☐ No

Direct General Ins. Co  
1281 Murfreesboro Road  
Nashville, TN. 37122  
Name of Defendant(s)

**COMPLAINT UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964**

1. This action is brought pursuant to Title VII of the Civil Rights Act of 1964, and the Civil Rights Act of 1991, for employment discrimination. Jurisdiction is specifically conferred upon the Court by 42 U.S.C. § 2000e-5, or, if the Plaintiff is a federal employee, by 42 U.S.C. § 2000e-16. Relief is sought under 42 U.S.C. § 2000e-5(g) and/or 42 U.S.C. § 1981a(b).

2. Plaintiff, Gloria Sesay, is a citizen of the United States and resides at

504 Wilson Drive, Mount Juliet,  
Street address City

Wilson, TN, 37122 615 945-6579  
County State Zip Code Telephone Number

3. Defendant, Direct General Ins. Co resides at, or its business is located at

1281 Murfreesboro Road, Nashville,  
Street address City

Davidson, TN, 37217.  
County State Zip Code

(If more than one Defendant, list the name and address of each additional Defendant)

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4. Plaintiff sought employment from the Defendant or was employed by the Defendant at

1281 Murfreesboro Road, Nashville,  
 Street address City  
Davidson, TN, 37122.  
 County State Zip Code

5. Defendant discriminated against Plaintiff in the manner indicated in paragraphs 8 and 9 of this Complaint on or about April 20<sup>th</sup> 2010.  
 Month Day Year

6. Plaintiff filed charges against the Defendant with the Tennessee Human Rights Commission or the Equal Employment Opportunity Commission charging the Defendant with the acts of discrimination indicated in paragraphs 8 and 9 of this Complaint on or about April 20<sup>th</sup> 2010.  
 Month Day Year

7. The Equal Employment Opportunity Commission or the United States Department of Justice issued a Notice of Right to Sue which was received by Plaintiff on 3/23/2012  
 Month  
2012, a copy of which Notice is attached.  
 Day Year

8. Because of Plaintiff's (1) ✓ race, (2) ✓ color, (3) ✓ sex,  
 (4) \_\_\_\_\_ religion, (5) ✓ national origin, the Defendant:

- a. \_\_\_\_\_ failed to employ Plaintiff.
- b. ☒ terminated Plaintiff's employment.
- c. ☒ failed to promote Plaintiff.
- d. ☒ retaliated against Plaintiff for having filed a charge of discrimination.
- e. ☒ other. Explain: Age and disability &

Equal pay.

9. The circumstances under which Defendant discriminated against Plaintiff were as follows:

Went on FMLA for my mother, came back  
work was being withheld from me.

I filed a complaint on 4/17/2010 to  
employee hotline, blood pressure was very high over  
the wk end, called in sick on 4/19/2010 was let  
go on 4/20/2010 work was given to temp & trained  
Sabrina Overby.

(You may use additional paper, if necessary.)

10. The acts set forth in paragraph 8 of this Complaint:

- a. \_\_\_\_\_ are still being committed by Defendant.
- b. \_\_\_\_\_ are no longer being committed by Defendant.
- c. ☒ may still be being committed by Defendant.

11. Plaintiff attaches to this Complaint a copy of the charges filed with the Tennessee Human Rights Commission or the Equal Employment Opportunity Commission, which charges are submitted as a brief statement of the facts supporting this Complaint.

**WHEREFORE**, Plaintiff prays that the Court grant the following relief:

- a. \_\_\_\_\_ direct that Defendant employ Plaintiff, or
- b. ☒ direct that Defendant re-employ Plaintiff, or
- c. ☒ direct that Defendant promote Plaintiff, or
- d. ☒ order other equitable or injunctive relief: \_\_\_\_\_

\_\_\_\_\_.

- e. ☒ direct that Defendant pay Plaintiff back pay in the amount of


\_\_\_\_\_ and interest on back pay;


- f. ☒ direct that Defendant pay Plaintiff compensatory damages: Specify the amount and basis for compensatory damages: \_\_\_\_\_

\_\_\_\_\_.

- g. ☒ direct that Defendant pay Plaintiff punitive damages in the amount of

\_\_\_\_\_ because Defendant engaged in a discriminatory practice or practices with malice or with reckless indifference to Plaintiff's federally protected rights, as described in paragraphs 8 and 9 above; and that the Court grant such other relief as may be appropriate, including costs and attorney's fees.

  
\_\_\_\_\_  
(Signature of Plaintiff)

<b>CHARGE OF DISCRIMINATION</b> This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.		Charge Presented To:      Agency(ies) Charge No(s): <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="margin-top: 10px;"> <input type="checkbox"/> FEPA  <input checked="" type="checkbox"/> EEOC         </div> <div style="text-align: right;"> <b>494-2010-01401</b> </div> </div>	
<b>Tennessee Human Rights Commission</b> and EEOC			
State or local Agency, if any			
Name (indicate Mr., Ms., Mrs.) <b>Ms. Gloria A. Sesay</b>		Home Phone (Incl. Area Code) <b>(615) 574-9771</b>	Date of Birth
Street Address <b>504 Wilson Drive, Mount Juliet, TN 37122</b>		City, State and ZIP Code	
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name <b>DIRECT GENERAL INSURANCE AGENCY</b>		No. Employees, Members <b>101 - 200</b>	Phone No. (Include Area Code) <b>(615) 399-4090</b>
Street Address <b>1281 Murfreesboro Road, Nashville, TN 37217</b>		City, State and ZIP Code	
Name		No. Employees, Members	Phone No. (Include Area Code)
Street Address		City, State and ZIP Code	
DISCRIMINATION BASED ON (Check appropriate box(es).) <div style="display: flex; flex-wrap: wrap; padding: 5px;"> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> RACE</div> <div style="margin-right: 10px;"><input type="checkbox"/> COLOR</div> <div style="margin-right: 10px;"><input type="checkbox"/> SEX</div> <div style="margin-right: 10px;"><input type="checkbox"/> RELIGION</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> NATIONAL ORIGIN</div> <div style="margin-right: 10px;"><input checked="" type="checkbox"/> RETALIATION</div> <div style="margin-right: 10px;"><input type="checkbox"/> AGE</div> <div style="margin-right: 10px;"><input type="checkbox"/> DISABILITY</div> <div style="margin-right: 10px;"><input type="checkbox"/> GENETIC INFORMATION</div> <div style="margin-right: 10px;"><input type="checkbox"/> OTHER (Specify)</div> </div>		DATE(S) DISCRIMINATION TOOK PLACE <div style="display: flex; justify-content: space-between;"> <div>           Earliest  <b>10-01-2009</b> </div> <div>           Latest  <b>04-20-2010</b> </div> </div> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> CONTINUING ACTION         </div>	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):			
<p>I am an African American, national origin (Sierra Leone) who was hired by the above-named employer on September 27, 2005, as a Treasury Assistant. The company employs more that fifteen employees.</p> <p>On or about October 2009, I complained to Kim Jones about her unlawful discriminatory practices against me, and the discriminatory actions did not stop. I filed several more complaints with Linda Young and Velda Krancer human resources against My supervisor Ms. Jones. But no actions were taken to stop the discriminatory actions; Ms. Jones continued to discriminate against me. I was excluded from receiving, notifications of meetings, I was made to be seated separately from my similar situated team members, my work was being assigned to a newly hired white female, and all of the similar situated employees received pay increases, but I did not. On April 16, 2010, I complained to Todd Hagely (V.P.) about Ms. Jones continuing to discriminating against me, he said he would meet with me to discuss the problem, but he failed to meet with me, so I filed my fourth complaint using the hotline number provided to me. April 20, 2010, I was informed by Ms. Jones that I was terminated.</p> <p>I believe that I am being discriminated against because of, my race (African American) and national origin (Sierra Leone) I believe that I am being retaliated against for opposing unlawful employment practices and for filing a charge of discrimination, in violation of Title VII of the Civil Rights Act of 1964, as amended.</p>			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - When necessary for State and Local Agency Requirements	
I declare under penalty of perjury that the above is true and correct.		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT	
<div style="font-size: 1.5em; font-family: cursive;">         4/20/10       </div>		<div style="font-size: 1.5em; font-family: cursive;">  </div>	

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: **Gloria A. Sesay**  
**504 Wilson Drive**  
**Mount Juliet, TN 37122**

From: **Nashville Area Office**  
**220 Athens Way**  
**Suite 350**  
**Nashville, TN 37228**



On behalf of person(s) aggrieved whose identity is  
**CONFIDENTIAL (29 CFR §1601.7(a))**

EEOC Charge No.

EEOC Representative

Telephone No.

**494-2010-01401**

**Deborah K. Walker,**  
**Supervisory Investigator**

**(615) 736-2109**

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:



The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

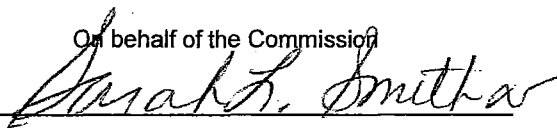
## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



MAR 23 2012

Enclosures(s)

**Sarah L. Smith,**  
**Area Office Director**

(Date Mailed)

cc:

**Jon Dowell, Senior Counsel**  
**DIRECT GENERAL INSURANCE AGENCY**  
**1281 Murfreesboro Road**  
**Nashville, TN 37217**

**Mark A. Baugh**  
**Baker Donelson Center**  
**Suite 800**  
**211 Commerce Street**  
**Nashville, TN 37201**

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
the Genetic Information Nondiscrimination Act (GINA), or the Age  
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10 – not 12/1/10** – in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

**IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.**





2011 Church Street, Suite 505,  
Nashville, TN 37203

office (615) 320-0007 • fax (615) 320-0009  
www.HWneuro.com

Thursday, May 03, 2012

Patient Name: Gloria Sesay

This letter is to provide you with information that will make your trip to the hospital as easy as possible.

Robert A. Mericle, MD  
Board Certified  
Neurovascular Expertise  
Fellowship Trained

Your Pre-Admissions Testing Appointment has been scheduled for:

5/10/12 at 10:00am

Preadmissions Testing is Located on the 1st Floor of the Baptist Hospital  
2000 Church Street, Nashville, TN 37236

Arthur J. Ulm, MD  
Board Certified  
Neurovascular Expertise  
Fellowship Trained

Due to lack of insurance surgery has been moved to 5/10/2012 (later date)

Your surgery has been scheduled for:

5/15/12 at 8:30am

Arrive for surgery at 6:30am

The day of your surgery please report to the Baptist Hospital Admitting Office

Located on the 1st Floor of the Baptist Hospital

2000 Church Street, Nashville, TN 37236

Brain Aneurysms  
& Vascular  
Malformations

Your Post-Operative appointment has been scheduled for:

6/7/12 at 1:00pm

with Dr. Mericle

Brain Tumors  
& General  
Neurosurgery

HW Neurological Institute, LLC

Located on the 5th Floor of the Baptist Plaza 1 Building

2011 Church Street, Suite 505

Nashville, TN

37203

Trigeminal Neuralgia  
& Hemifacial Spasm

Spinal Disease  
& Peripheral Nerve  
Disease

Please do not eat or drink anything after midnight the evening before your surgery or the morning of your surgery. If you need to take a specific medication(s) that morning, drink just enough water (a sip) to swallow your medicine. Also, if you are coming in from outside of Nashville and will be staying at a hotel, with family, etc., please contact me with numbers where you can be reached in case of an emergency that could possibly alter the time of your appointment/surgery.

If you have any questions or need additional information regarding your appointments/surgery, or if I can be of any further assistance, please do not hesitate to call me at (615) 320-0007 between 8:00am and 4:00pm CST.

Sincerely,

Kelly Duke,  
Patient Coordinator

Neurovascular  
Disease & Stroke  
Prevention





**Baptist Hospital**

*A Member of Saint Thomas Health Services*

Date: 05/18/12

Gloria Sesay  
504 Wilson Dr  
Mt Juliet TN 37122

Re: Gloria  
DOB: 12/24/1963  
SS# XXX-XX-1735

Date of Service: pre-qualify surgery with Dr Mericle, MD

Baptist Hospital has approved the above-mentioned patient for financial assistance for 100% for the above mentioned service **only**. Please keep a copy of this letter for your records.

If you have any questions, please do not hesitate to contact any of our Financial Assistance Team associates.

Tonya P, Patient Accounting Specialist  
615-222-7758

Kevin Bruce, Team Leader  
615-222-7765

Gloria Sesay  
504 Wilson Drive  
Mount Juliet, TN 37122  
September 6, 2011

Re: Claimant: Gloria A. Sesay  
SSN: xxx-xx-1735  
Appeals Tribal Docket No. 10-11785AA  
Tennessee Department of Labor and  
Workforce Development

The Wilson County Chancery Clerk and Master's Office  
Commissioner of the Department of Labor  
Tennessee Department of Labor and Workforce Development  
134 South College Street  
Lebanon, TN 37087

**Petition for Judicial review of the Final Decision of the Tennessee  
Department of Labor and workforce Development**

Dear Chancellor / Commissioner:

Thank you very much for granting my request for filling the petition for judicial review on my case reference number 10-11785AA between my former employer Direct General Insurance Company, located at 1281 Murfreesboro Road, Nashville, Tennessee, 37217 where I was employed from September 27, 2004 through April 20, 2010. My employment was terminated abruptly due to retaliation that I had launched a complaint Friday April 16, 2010 using the employee hotline 1-800-398-1496 referencing case no. 3141785. Due to the intense stress on the job, I had developed high blood pressure, and was ill over the weekend and called in sick on Monday April 19, 2010 were-in I left Ms Kimberly Jones my supervisor a voice message stating that I was ill and was taking a sick day. As always on her part, Ms Jones would never return my call.

Upon my return on Tuesday April 20, 2010, Ms Jones came to my desk and asked if I can meet with her and HR. In this meeting, in the presence of Velda Krancer the director of human resources and a new employee by the name of Burley Nielson, I was offered a severance package. In the severance, I was given 21 days to review and return. I was escorted out of the building by Velda whilst Burley went to get my purse as I waited in the lobby. Due to the nature of my illness and that I was having car trouble, I called my daughter Maria Sesay to come and pick me up as I waited outside. We then went to the EEOC (Equal Employment Opportunity Commission) office and filed a complaint. Mr. James Foster the private investigator that I met with, advised me to fill EEOC form 5 (11/09), with charge or discrimination. These charges are based on retaliation, national origin, race and age. (Please see attachment)

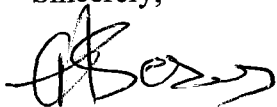
Upon Direct General receipt of my complaint from the EEOC, another form of retaliation occurred as I received a letter of termination issued on April 30, 2010 signed by Kristi Huffman not even waiting on the 21 days I was offered. My belongings were shipped to me via Fed-Ex with the exception of my car keys, check book and some personal notes and documents relating to issue at hand.

If I was a disobedient employee, why was I offered a severance? Why did they dispute my initial complaint upon filing for unemployment stating that I was not let go but left work sick based on Velda's initial representation on the phone hearing with the Department of Labor. I have been having so much problem with Ms Jones where-in I had taken it to the President, Vice President and human resources but nothing was done. I received nothing but threats such as, " the company needs me more than they need you, I have more seniority in terms of position and length of employment, why don't you go back to Africa, I will never promote you, give you a raise or recommend you for a job and so on. I had a boss that was a bully and used coercive power. Direct General Insurance is claiming that they are not aware of my health issues, I had short term disability when I had an heart attack on the job and was rushed to Southern Hills Medical, they are claiming I did not apply for FMLA, I did have one on file for the year 2010, based on their benefits department, I only needed to have one on file per employee as I had applied for one in January before I left for California to go care for my mom who was diagnosed with cancer. Their benefits director Anita Clark was out as I checked with her upon my return as to why I was not paid for the time I was gone as I have enough PTO (paid time off) based on my length of employment with the company, she confirmed that Ms Kimberly Jones my supervisor, did not completed or turn in my paper work and that was aware of my intention to go care for my mother and would check with her as to the reason for my paper work not to be turned in. I then noted to her, that since my return from FMLA, passwords to my PC were being withheld from me and was unable to complete my daily work.

After my termination of employment, not only was I denied unemployment benefits, I was not offered cobra, myself esteem was lowered, I was humiliated, I am about to lose my home of 11 yrs, a daughter I could not send to college but with the assistance of State, Church and friends. My credit has gone extremely bad, I have lost my vehicle, I have no form of transportation as of today, no source of income as I have been leaving of my daughter's child support which has ended as of this month and is about to be homeless with no family here to assist my. Everything I have worked for since I came to the United States 27yrs ago has been taken away from me, I cannot even afford to pay my student loan which is incurring interest as I asked for a deferment.

I am requesting a compensation for all these issues, including back pay with interest, mental and emotional abuse, unequal pay (disparte impact), disparte treatment, isolation from other employees, asked to produce papers to show proof of legal employment, even though I did at time of employment and all legal and court cost pertaining to this filling as the court deemed it fit.

Sincerely,



Gloria A. Sesay

[Recipient Name]  
September 6, 2011  
Page 3

CC: Direct General Insurance Company

[Your Name]  
[Title]

Claimant

10B3764BA

Employer

Gloria Sesay  
504 Wilson Drive  
Mount Juliet, TN 37122  
February 10, 2011

Direct General Insurance

Tennessee Department of Labor and Workforce Development  
Attn. Ms Murble Gardner  
Employment Security Division  
220 French Landing Drive  
Nashville, TN 37243-1002  
Tel: (615) 253-0915  
Fax: (615) 253-7539

Dear Ms Gardner:

Thank you very much for contacting me last Tuesday February 1, 2011. After thoughtful consideration regarding your request for a written explanation as to what transpired between my former employer Direct General Insurance Company and I, I am asking for a one on one interview with you based on everything that has transpired since my filing for Unemployment Benefits last April 20, 2010.

On April 20<sup>th</sup>, 2010 I attended a meeting with Kim Jones, Velda Krancer, and Burley Nielson. I was given a severance letter showing date of separation (4/20/10) and general release. This letter was offering me a severance package of Two Thousand Three Hundred Seventy Six Dollars and 00/100 (\$2,376.00) less applicable taxes and withholdings with twenty-one days to review and return the letter signed to Direct. It would then be an additional 15 days before I could expect to receive these funds. My Direct ID card that allows entrance into the building was taken from me at this same time. Then Burley went to my work area on the fourth floor, picked up my purse, and brought it to me. He did not get my car keys, debit card and check book which remained behind in my cubicle. I was then escorted from the building by Velda.

On Saturday, April 24<sup>th</sup>, 2010 I received two boxes via FedEx from Direct General Insurance, my former employer. The package contained pictures and other miscellaneous personal items that were in my cubicle. I have a receipt from the shipment.

I was given *21 days* to review and return the severance letter. Before I could utilize this time Direct General Insurance on April 30<sup>th</sup>, 2010 wrote a termination letter to the TN Dept of Labor and Workforce stating I was terminated due to lack of attendance. Direct did send a copy of this letter to me. I received this letter on May 4<sup>th</sup> the postmark on this letter is dated May 3<sup>rd</sup>, while the letter inside is dated April 30<sup>th</sup>, 2010.

As recent as January 14th 2011, I have resubmitted all the evidences I received from Direct General Insurance.

## **CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE**

This Confidential Separation Agreement and General Release ("Agreement") is by and between Gloria Sesay ("Employee") and Direct Administration, Inc. ("Direct").

A. Employee was employed by Direct from September 27, 2004 until April 20, 2010 at which time his/her employment was terminated.

B. Though it has no obligation to do so, Direct desires to provide certain severance benefits to Employee in consideration of a final and complete resolution, with prejudice, of any and all matters between them relating to Employee's employment with Direct, the terms and conditions of that employment, and the termination of that employment.

**NOW, THEREFORE**, the parties, in consideration of the above and the agreements and covenants herein, agree as follows:

1. **Payment.** As consideration for Employee's execution of this Agreement, Direct shall pay Employee an amount equal to Two Thousand Three Hundred Seventy Six Dollars and 00/100 (\$2,376.00) ("**Amount**") less applicable taxes and withholdings required by law, an amount to which Employee agrees he/she would not otherwise be entitled, to be paid by check payable to "Gloria Sesay" within fifteen (15) days after Direct's receipt of an executed copy of this Agreement. Direct will issue Employee an IRS Form W-2 for the Amount. Employee expressly understands and agrees that (i) Direct shall not be required to make any further payment, for any reason whatsoever, to his/her or on his/her behalf regarding any claim or right whatsoever which might possibly be asserted by him/her, and (ii) Direct, by entering into this Agreement, in no way admits that it treated him/her unlawfully or unfairly in any way. Employee acknowledges that this Agreement is not an admission of liability or fault by Direct, by whom liability and fault are expressly denied.

2. **Release.** In consideration of the Payment in Section 1 and other good and valuable consideration, the receipt and sufficiency of which Employee hereby acknowledges, Employee releases and forever discharges Direct, its affiliates, and their members, officers, directors, shareholders, employees, successors, parents, agents, attorneys and assigns ("**Released Parties**"), from any and all claims, demands, obligations, or liabilities for injuries, death, losses and damages, whether personal, property or economic, whether now known or unknown, in any way arising out of or related to his/her employment with Direct, the terms and conditions of that employment, and the termination of employment up to the date of the signing this Agreement.

Employee represents that he/she has not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim this Agreement purports to waive, and he/she promises never to file or prosecute any lawsuit, complaint, claim for damages, or charge based on such claims. This provision will not apply to non-waivable charges or claims brought before a governmental agency. However, for non-waivable claims, Employee agrees to waive any rights to monetary or other recovery (including but not limited to reinstatement) should a governmental agency or other party pursue claims on his/her behalf, either individually or as part of any class or

collective action. Employee understands that the claims he/she is releasing may arise under various laws and under any possible legal, equitable, statutory, common law, or tort theory, including, but not limited to:

2.1 Anti-discrimination statutes, such as the Age Discrimination in Employment Act ("ADEA"), and the Older Workers Benefit Protection Act, which prohibit age discrimination in employment; Title VII of the Civil Rights Act of 1964, which prohibits discrimination or harassment based on race, color, national origin, religion, or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act, which prohibits discrimination based on disability; the Tennessee Handicapped Discrimination Act, § 8-50-103, *et seq.*, which prohibits discrimination based solely upon any physical, mental or visual handicap of the applicant, or because such person uses a guide dog; the Tennessee Human Rights Act, § 4-21-101, *et seq.*, which prohibits discrimination based on race, creed, color, religion, sex, age or national origin; and any other federal, state, or local law prohibiting employment discrimination, harassment, or retaliation of any kind.

2.2 Other laws, such as the Family and Medical Leave Act of 1993 ("FMLA"); any federal, state, or local laws restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state, or local laws enforcing express or implied employment contracts or requiring employers to deal with employees fairly or in good faith; and any wage payment and collection law.

2.3 Tort and contract claims, such as claims for wrongful or constructive discharge, negligence, physical or personal injury, emotional distress, fraud, fraud in the inducement, negligent misrepresentation, defamation, invasion of privacy, interference with contract or with prospective economic advantage, breach of oral, express or implied contract, breach of covenants of good faith and fair dealing, and similar or related claims.

2.4 Other released claims, include, without limitation, claims: (i) under the Employee Retirement Income Security Act of 1974; (ii) for compensation, stock options, bonuses, or lost wages; (iii) in any way related to design or administration of any employee benefit program; (iv) for severance or similar benefits or for post-employment health or group insurance benefits; or (v) for fees, costs, or expenses of any attorneys who represent or have represented Employee.

2.5 Unknown claims. Employee understands that he/she is releasing the Released Parties from claims that he/she may not know about as of the date hereof and that this is his/her knowing and voluntary intent even though someday he/she might learn that some or all of the facts he/she currently believes to be true are untrue and even though he/she might then regret having signed this Agreement. Employee is expressly assuming that risk and agrees that this Agreement shall remain effective in all respects in any such case. Employee expressly waives all rights he/she might have under any law that is intended to protect him/her from waiving unknown claims, and Employee understands the significance of doing so.

3. Representations/Warranties. Employee represents warrants, and covenants that he/she has not sold, assigned or transferred any claim he/she is purporting to release, nor attempted to



do so; he/she has the full legal authority to enter into this Agreement for herself and his/her estate and requires no approval of anyone else; he/she relied on the advice of attorneys of his/her choice concerning legal and tax consequences; this Agreement has been completely read and explained to Employee by his/her attorney, if any; and he/she fully understands and voluntarily accepts the terms of the Agreement.

4. **FMLA and FLSA Rights Honored.** Employee acknowledges that he/she has received all of the leave from work for family and/or personal medical reasons and/or other benefits to which he/she believes he/she is entitled under Direct's policy and FMLA. Employee has no pending request for FMLA leave. Direct has not mistreated Employee in any way because of any illness or injury to Employee or any member of his/her family. Employee has received all monetary compensation, including hourly wages, salary and/or overtime compensation, to which he/she believes he/she is entitled under the Fair Labor Standards Act ("FLSA").

5. **ADEA Release Requirements Satisfied.** Employee understands that this Agreement has to meet certain requirements to validly release any ADEA claims Employee might have had, and Employee represents and warrants that all such requirements have been satisfied. *Direct hereby advises Employee that before signing this Agreement, he/she may take twenty-one (21) days to consider this Agreement.* Employee acknowledges that: (1) he/she took advantage of as much of this period to consider this Agreement as he/she wished before signing; (2) he/she carefully read this Agreement; (3) he/she fully understands it; (4) he/she entered into this Agreement knowingly and voluntarily (free from fraud, duress, coercion, or mistake of fact); (5) this Agreement is in writing and is understandable; (6) in this Agreement, he/she waives current ADEA claims; (7) he/she has not waived future ADEA claims; (8) he/she is receiving valuable consideration in exchange for execution of this Agreement that he/she would not otherwise be entitled to receive; and (9) Direct hereby advises Employee in writing to discuss this Agreement with his/her attorney (at his/her own expense) prior to execution, and he/she has done so to the extent he/she deemed appropriate.

6. **Confidentiality.** "Information" means all confidential or proprietary information and trade secrets of Direct learned by Employee in connection with his/her employment that was not publicly disclosed or made generally available on a non-confidential basis. Information is and will continue to be Direct's exclusive property or trade secrets. Information includes without limitation the following: (1) business policies, finances, sales information and business plans; (2) financial projections, including without limitation, sales forecasts, targets and computation(s) of market share; (3) customized software and marketing tools; (4) lists/identity of Direct customers, prospects and/or vendors (i.e. names, addresses, policy expiration dates, bank/credit card account numbers, credit histories/reports, social security numbers, and telephone numbers); (5) performance criteria; (6) training materials, including methodologies, processes, and practices, and other financial services methods developed and/or used by Direct or its affiliates; (7) underwriting assumptions and guidelines; (8) premium rate development information; (9) management and administrative systems; and (10) intellectual property rights, and license agreements for use of third party intellectual property.

6.1 Protection of Information. Employee agrees not to divulge or use, directly or indirectly, Information without Direct's prior written consent. Employee shall not directly or indirectly misappropriate, divulge, or use trade secrets so long as the information is a trade secret under applicable law. Employee agrees that if he/she is questioned about Information by anyone not authorized to receive it, he/she will notify Direct's General Counsel within 24 hours and will not respond to the inquiry without Direct's written consent unless required by law to do so.

6.2 Return. Employee represents that with this Agreement, he/she has returned all Information and/or other Direct property in his/her possession without exception and in whatsoever form including without limitation all documents, records, keys, passcards, passwords, credit cards, computers, disks, and other media of any kind relating to Direct and its customers, prospects and/or vendors, and any copies, in whole or part, whether or not prepared by him/her, all of which are the sole and exclusive property of Direct. To the extent Information was in electronic form, he/she represents that he/she irretrievably deleted all such information.

6.3 Release Confidentiality. Employee shall not disclose the terms of this Agreement or Amount to anyone other than his/her spouse and his/her legal or financial advisors and, even then, only if they agree to maintain confidentiality. Such person's disclosure of Information to any third party is a violation of this Agreement by Employee. This section does not prohibit disclosure of the terms of this Agreement or the Amount to the extent necessary to enforce this Agreement or to the extent otherwise legally required.

## 7. Review & Revocation

7.1 Review: *Before executing this Agreement, Employee may take 21 days to consider this Agreement.* Employee acknowledges and agrees that his/her waiver of rights under this Agreement is knowing and voluntary and complies in full with all criteria of the regulations promulgated under the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, and any and all federal, state and local laws, regulations, and orders. *Employee expressly warrants that he/she is advised hereby in writing to consult with an attorney prior to executing this Agreement.* In the event that Employee executes this Agreement prior to the expiration of the 21-day period, he/she acknowledges that his/her execution was knowing and voluntary and not induced in any way by Direct or any other person.

7.2 Revocation: For a period of 7 days following his/her execution of this Agreement, Employee may revoke this Release. If he/she wishes to revoke this Release, he/she must revoke in writing delivered by hand or confirmed facsimile prior to the end of the 7<sup>th</sup> day of the revocation period to Kim Nowell, Senior Vice President, Human Resources, 1281 Murfreesboro Road, Nashville, TN 37217, (615)366-3767 (fax), or the revocation will not be effective. If Employee timely revokes this Agreement, all provisions hereof will be null and void, including the payment in Section 1 above. If Employee does not advise Ms. Nowell in writing that he/she revokes this Release within 7 days of his/her execution of it, this Release shall be forever enforceable. The 8<sup>th</sup> day following Employee's execution of this Agreement shall be the Effective Date of this

Release. *This Agreement is not effective or enforceable until the revocation period has expired.*

8. **Governing Law.** Except to the extent governed by federal law, this Agreement shall be governed by the laws of and deemed to have been executed in the State of Tennessee, without reference to conflict of law principles. This Agreement shall be deemed to be that negotiated and approved by both Parties and no rule of strict construction shall be applied against either party.

9. **Entire Agreement/Severability.** This Agreement contains the entire agreement of and supersedes all prior discussions, negotiations, or agreements between the Parties. The Parties have not relied on any promise, representation, or warranty not expressly set forth herein. In the event that any word, phrase, sentence or provision violates any applicable statute, ordinance, or rule of law in any applicable jurisdiction, such provision shall be ineffective to the extent of such violation without invalidating any other provisions herein.

10. **Counterparts.** This Agreement may be signed in two counterparts, each of which shall be deemed an original when signed and shall constitute the same instrument. The Parties agree that signatures that are faxed, or scanned or sent by electronic mail, shall be considered original signatures for purposes of executing this Agreement.

Employee acknowledges that he/she carefully read this Agreement, he/she understands completely its contents, he/she understands the significance and consequences of signing it, and he/she intends to be legally bound by its terms. Employee acknowledges that he/she was given twenty-one (21) days to consider executing this Agreement and that he/she has been advised in writing to review this Agreement with counsel. Employee certifies that he/she has agreed to and signed this Agreement voluntarily and as his/her own free will, act, and deed, and for full and sufficient consideration.

IN WITNESS WHEREOF, each of the Parties have executed on the dates set forth below.

Dated: \_\_\_\_\_, 2010.

DIRECT ADMINISTRATION, INC.,  
INC.

\_\_\_\_\_  
Kim W. Nowell, SVP, Human Resources

Dated: \_\_\_\_\_, 2010.

\_\_\_\_\_  
Gloria Sesay



STATE OF TENNESSEE  
DEPARTMENT OF EMPLOYMENT SECURITY  
UNEMPLOYMENT INSURANCE  
**SEPARATION NOTICE**

1. Employee's Name: Sesay, Gloria 2. SSN: \_\_\_\_\_
2. Last Employed: From: 9/27/2004 to 4/20/2010 Occupation : Treas Ast2
3. Where was work performed? TN
4. Reason for Separation: Discharge

If lack of work, indicate if layoff is: ☐ Permanent ☐ Temporary

If temporary, when do you expect to recall this individual? \_\_\_\_\_  
Date

If other than lack of work, explain the circumstances of the separation:

Attendance

5. Employee received: ☐ Wages in lieu of Notice ☐ Separation pay ☐ Vacation Pay

In the amount of \$ \_\_\_\_\_ for period from \_\_\_\_\_ to \_\_\_\_\_

Employer's Name: Direct Administration

**EMPLOYER'S ACCOUNT NUMBER:**

**0 4 1 8 0 6 9**

Address where additional information may be obtained:

*(Number shown on State Quarterly Wage and  
Premium Report, DES 220.5, ES-0318)*

Street: 1281 Murfreesboro Rd.

City: Nashville State: TN Zip Code: 37217

I CERTIFY that the above worker has been separated  
from Employer's work and the information furnished  
hereon is true and correct. This report has been handed  
to or mailed to the worker.

Telephone Number: (615) 360-4557

*Quate Hefner*  
*Signature of Official or Representative of the Employer  
who has first-hand knowledge of the separation.*

**NOTICE TO EMPLOYER**

Within 24 hours of the time of separation, you are required by  
Rule 0560-1-1-02 of the Tennessee Employment Security Law  
to provide the employee with this document, properly executed,  
giving the reasons for separation. If you subsequently receive  
a request for the same information on ES-1695, please give  
complete information in your response.

Payroll Manager  
*Title of Person signing*

4/30/2010  
*Date completed and Release to Employee*

**NOTICE TO EMPLOYEE**

**TAKE THIS NOTICE TO THE EMPLOYMENT SECURITY OFFICE IF YOU WISH TO FILE A  
CLAIM FOR UNEMPLOYMENT INSURANCE BENEFITS.**

DES 220.11  
(R.12/94)  
ES-0451

**From:** Gloria A. Sesay  
**Sent:** Thursday, September 24, 2009 2:01 PM  
**To:** Todd Hagely  
**Subject:** RE: Hostile Environment

Thank you. Is it OK if I come and talk to you

---

**From:** Todd Hagely  
**Sent:** Thursday, September 24, 2009 1:56 PM  
**To:** Gloria A. Sesay  
**Subject:** RE: Hostile Environment

I am off of the phone now.

Todd

---

**From:** Gloria A. Sesay  
**Sent:** Thursday, September 24, 2009 12:54 PM  
**To:** Kim M. Jones  
**Cc:** Todd Hagely  
**Subject:** Hostile Environment

Kim,

The same thing is repeating itself, "Vindictiveness" and it is making it difficult for me to function. I have been by your office twice to talk to you.

I am sure no one on the team is been harassed this way. Like I always say that is the reason I come in the time I come in and do my job and go home.

I took my daughter for a driving test yesterday, Yes, I was gone a long time, I came in and talk to you. All of a sudden this morning it is nothing but vindictiveness. (drama)

I am a professional, I stayed till 8:00pm and performed my job besides I have been with the company five years I know my duties, what is all this about.

This is more than emotional abuse. I am not here to be liked but to be a professional.

Thanks  
Gloria



Dear Former Direct Employee-Agent:

If you have a current license and/or appointment with one or more of the insurers within the Direct General Group of Companies or with whom Direct has a managing general agency relationship, please be advised that such appointment(s) are terminated effective as of the termination of your employment with Direct. We have or will soon as possible file the necessary termination of appointment documentation with the applicable Department of Insurance.

Please contact Direct's licensing department if you have any questions.

Sincerely,

Amy Sanford  
VP - Legal



**MEDICAL CERTIFICATE**

(For the purpose of filing for Unemployment Insurance Benefits)

Claimant Name

Social Security Number

Date

GLORIA A SESAY

04/23/2010

**I. Dates of Treatment**

This is to certify to the Tennessee Department of Labor and Workforce Development that the above named individual has been under my treatment from 10/2/2006 to 4/28/2010  
(date first treated for the condition) (date last treated for the condition)

**II. Nature of Medical Condition or Injury**

The individual was treated for uncontrolled high blood pressure  
(common name of medical condition or injury)

Circle One

Depression☒ Y

N Was the injury or condition serious enough to necessitate leaving usual work?

If Yes, for what period of time 04/19/2010 to \_\_\_\_\_  
(enter date) (enter date)

Y

☒ N

Was the injury or condition caused by the individual's last period of employment?

**III. Release/Restrictions**

Circle One

Y

☒ NThe individual was released \_\_\_\_\_  
(enter date)

Y

☒ N

In my opinion the individual is able to return to usual duties.

If Yes, enter specific date individual became able to return to usual duties: \_\_\_\_\_  
(enter date)

If No, enter estimated date individual is expected to be able to return to usual duties: 5/1/2010  
(enter date)

☒ Y

N The individual is able to work with the following restrictions:

when blood pressure returns  
to normal.

Comments:

**IV. Authority**

Failure to return by: 05/03/2010  
could result in delay or denial of benefits

Attn: Adjudicator 1907

Signed: \_\_\_\_\_

Date: 4/28/2010Print Medical Practitioner's Name: Ernesto VazquezAddress: 3939 Central Pike  
Hermitage, TN 37076Telephone: (615) 883-2731☒ M.D./D.O./

Other: \_\_\_\_\_

(Please specify)

UI CLAIMS CENTER  
PO BOX 280870  
NASHVILLE, TN 37228-0870

LB0514(R/7/99)

Claims Center Telephone No: 615-253-0907

Claims Center FAX No: 615-253-7545

FDA N/A



**Summit Primary Care**

Ph 615-883-2331 Fax: 615-391-17  
3939 Central Pike, Hermitage, TN 37076



Name GLORIA SESAY  
Addr 504 WILSON DR  
City MT JULIET, TN 37122

Date 06/01/2010  
DOB 12/31/1933  
Ph (615)574-9771

Rx WORK EXCUSE Pt was seen in our clinic. Please excuse for  
absences. May return on Monday, June 7, 2010 without  
restrictions

Disp \*\*\*\*\* ZERO

Refill \*\*\*\*\* ZERO

Dispense as Written  
Ernesto Vazquez, MD

Substitution Permitted  
Rx# 1591014317-151200

DEA \_\_\_\_\_

Attention: Your provider has authorized the above number of refills based  
on your condition. Prior to filling your last refill, please call your provider to  
schedule a follow up visit in order to obtain a new prescription.

**Gloria A. Sesay**

---

**From:** Heather Ebersberger  
**Sent:** Wednesday, January 20, 2010 8:34 AM  
**To:** Gloria A. Sesay  
**Subject:** FMLA

I need to see you ASAP about your FMLA paperwork, stop by when you have a moment.

**FILED**  
A.M. OCT 14 2011 P.M.  
1:05  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

**From:** Kim M. Jones  
**Sent:** Monday, February 22, 2010 5:23 PM  
**To:** Gloria A. Sesay  
**Subject:** RE: Gloria Vacation

Ok thanks. I know you changed several times and I couldn't remember.

**From:** Gloria A. Sesay  
**Sent:** Monday, February 22, 2010 4:40 PM  
**To:** Kim M. Jones  
**Subject:** FW: Gloria Vacation  
**Importance:** High

Kim,

As per our communication today, please see below communication.

Thanks  
Gloria Sesay  
(615)365-3639

**From:** Kim M. Jones  
**Sent:** Monday, February 01, 2010 4:29 PM  
**To:** Nashville Treasury  
**Subject:** Gloria Vacation

Gloria will be on vacation from Feb 4 – Feb 20.

Thanks,  
Kim

TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF EMPLOYMENT SECURITY

ISO IMPORTANTE

AGENCY DECISION

AVISO IMPORTANTE

CLAIMANT: CMC 0408/0408

GLORIA A SESAY  
504 WILSON DRIVE  
MOUNT JULIET, TN 37122

EMPLOYER: CMC 0408/0408

DIRECT GENERAL INSURANCE  
ATTN: PERSONNEL  
1281 MURFREESBORO ROAD  
NASHVILLE, TN 37217

CLAIMANT WAS FORCED TO LEAVE MOST RECENT WORK BECAUSE OF NON-WORK  
RELATED HEALTH REASONS.  
~~CLAIMANT PROVIDED MEDICAL DOCUMENTATION PROHIBITING HER FROM~~  
RETURNING TO WORK AT THIS TIME.

THE CLAIMANT IS NOT YET ABLE TO PERFORM CLAIMANT'S USUAL DUTIES.  
UNDER TCA 50-7-303, AS SOON AS THE CLAIMANT IS RELEASED TO  
PERFORM USUAL DUTIES, IF THE CLAIMANT RETURNS TO THE EMPLOYER AND  
OFFERS TO PERFORM USUAL WORK, FINDING SUCH WORK UNAVAILABLE,  
CLAIMANT MAY BE APPROVED FOR BENEFITS, IF OTHERWISE ELIGIBLE.  
THE CLAIMANT IS INELIGIBLE FOR BENEFITS AS OF THE CLAIM DATE BELOW  
AND UNTIL THESE CONDITIONS ARE MET.

APPEAL RIGHTS: INTERESTED PARTIES HAVE THE RIGHT TO APPEAL THIS  
DECISION WITHIN 15 CALENDAR DAYS OF DATE MAILED. IF STATE OFFICES  
ARE CLOSED ON THE FINAL DAY, THE NEXT BUSINESS DAY IS THE DEADLINE.  
LATE APPEALS WILL ONLY BE ALLOWED IF YOU CAN SHOW, IN A HEARING,  
THAT YOU HAD GOOD CAUSE. FILE THE APPEAL BY MAIL TO TDLWD, APPEALS  
TRIBUNAL, 220 FRENCH LANDING DR, NASHVILLE, TN 37243-1002 OR BY FAX  
TO (615)741-8933. THE CLAIMANT'S SOCIAL SECURITY NUMBER MUST APPEAR  
ON ALL DOCUMENTS. THE GUIDE FOR RECEIVING UI BENEFITS AND THE  
EMPLOYER'S HANDBOOK CONTAIN ADDITIONAL INFORMATION. THE CLAIMANT  
MUST CERTIFY WEEKLY TO REMAIN ELIGIBLE FOR BENEFITS SHOULD FILING  
AN APPEAL RESULT IN APPROVAL. YOU MAY BE REPRESENTED BY AN ATTORNEY  
OR ASSISTED BY ANY OTHER REPRESENTATIVE YOU CHOOSE. IF YOU CANNOT  
AFFORD AN ATTORNEY, FREE OR LOW COST LEGAL ASSISTANCE MAY BE  
AVAILABLE THROUGH YOUR LOCAL LEGAL SERVICES ORGANIZATION OR BAR  
ASSOCIATION. WE CANNOT PROVIDE AN ATTORNEY FOR YOU.

SSN: XXX-XX-1735  
CLAIM DATE: 04/21/2010  
BYE: 04/16/2011

DATE MAILED: 05/27/2010

DES 232.10A VL25  
LB-0699

EMPLOYER RESPONSE: TIMELY  
RESPONSE RECEIVED: 04/28/2010

LOCAL OFFICE: 0408/0408  
ADJ OFF ST/DK: 1907

BP0190 541



1281 Murfreesboro Road  
Nashville, TN 37217

December 17, 2008

Gloria Sesay  
504 Wilson Drive  
Mt. Juliet, TN 37122

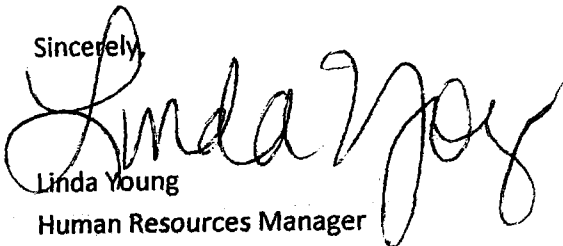
Dear Ms. Sesay,

Direct General Corporation and subsidiaries view employee complaints and concerns as a serious matter, and we will investigate when brought to our attention.

Per our conversation on November 14, 2008 regarding your complaint. I have investigated the matter.

If there is anything else that you need please feel free to contact me at 615-366-3778.

Sincerely,



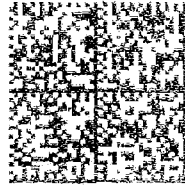
Linda Young  
Human Resources Manager

**irect®**

05, NASHVILLE, TN 37217

Gloria Sesay  
504 Wilson Drive  
Mt. Juliet, TN 37122

**Direct®**  
P.O. BOX 17905, NASHVILLE, TN 37217

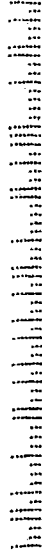


Hastler

016H26520575  
\$00.440  
05/03/2010  
Mailed From 37217  
US POSTAGE

Sesay, Gloria  
504 Wilson Dr  
Mt. Juliet, TN 37122

3712282812 R020



**Gloria A. Sesay**

---

**From:** Gloria A. Sesay  
**Sent:** Friday, November 13, 2009 9:30 AM  
**To:** Kim M. Jones  
**Subject:** Response to Sitting Arrangement as of 11/12/09

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Kim,  
After thinking through our discussion yesterday regarding my sitting position, I do have this question? I have been with the company for five years and has constantly been secluded for my teammates based on my sitting position. Is there a reason?

Thanks

Gloria Sesay  
Ext. 3639



Let's do right by each other.



*not by right by you.*  
**Direct**

Direct General is committed to providing a workplace free of discrimination or harassment of any kind. The Company prohibits harassment by managers, supervisors, co-workers or people doing business with Direct General. If you feel you have been harassed or discriminated against, contact a member of management, the Human Resources Department or our Compliance Hotline at

800.398.1496

**Gloria A. Sesay**

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**From:** Gloria A. Sesay  
**Sent:** Thursday, November 12, 2009 7:09 PM  
**To:** Dan Tarantin  
**Subject:** FW: Complaint

**Importance:** High

**FILED**  
A.M. OCT 14 2011 P.M.  
1:05  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

Dear Mr. CEO,

I thank you very much for the communication under "Code of Conduct" that was sent out on Tuesday November 10, 2009. It is with joy that some of us have to say it is about time that something be done to improve the environment and our working conditions

we are working under. I have attached a draft I had intended to forward you months ago but thought HR and my bosses would have rectified by giving you time to correct and develop other areas of the business.

It is so bad that some of us, the tools to process the work is been withheld from us, responses been withheld from us, work taken away from us and given to others that creates nothing but error and cost to the company. Time is been spent on resolving issue that are not work related as to hearsay and so forth. I am also forwarding you issues as recent as the earlier part of this week and should you have any question, I would greatly and politely give you other instances in person if given the opportunity. I implore that you are a man of integrity as I can tell not only from your written communications to your employees but the way you acknowledge us when you walk by.

I take into consideration the third paragraph in your communication stating that "Our commitment to the highest ethical standards serves at the cornerstone for our success, both individual and as a company. It helps us deliver greater customer satisfaction and enhances our reputation within the business community. It also creates the platform for sustainable success." To this I say thank-you.

Faithfully,

Gloria Sesay

-----Original Message-----

**From:** CN=Gloria A. Sesay/O=Direct  
**Sent:** Sunday, April 05, 2009 12:00 AM  
**To:** CN=Dan Tarantin/O=Direct  
**Subject:** Re: Complaint

Dan,

Good morning! I am sorry to bother you, but I have been going through some Heartaches at my present position with my manager. I have tried all angles and nothing but road blocks and threats. I am awaiting a response from Linda Young today as she promised to get back with me sometime today.

I look forward to talking with you.

Gloria A. Sesay  
Treasury Assistant  
Direct General Financial Services Inc.  
Tel: (800) 330-4541 ext. 3639  
(615) 365-3639

**Subject:** Code of Conduct

*We'll do right by you.*

To All Direct General Employees:

I am pleased to announce that in the upcoming weeks, we will be rolling out a new Code of Conduct to all Direct General employees.

In today's competitive, fast changing marketplace, where business ethics are all too often comprised or ignored altogether, our Code of Conduct sets forth the constraints that do not change, here at Direct General.

Our commitment to the highest ethical standards serves at the cornerstone for our success, both individual and as a company. It helps us deliver greater customer satisfaction and enhances our reputation within the business community. It also creates the platform for sustainable success.

This roll-out will be a part of a required workshop addressing core policies and respect in the workplace. A code of conduct can not anticipate every situation, however in the workshop you will gain a clear understanding of the ethics of our company and what we expect from everyone who works here.

We believe doing right by our customers begins with doing right by our employees. We value the many different perspectives our employees bring to the table and know that this diversity can only make us stronger. By demonstrating unquestionable ethics and integrity in all that we do, we secure a better future for all of us. Simply put, integrity builds trust, and trust is essential for building business relationships that endure and a company that prospers.

Information regarding the upcoming mandatory meetings and webinars will be sent to you very soon. I appreciate everyone's participation in these meetings and your commitment to Direct.

Thank you for all that you do.

Dan

image001.png  
7 KB

*We'll do right by you.*

image002.png  
4 KB

## SmartZone Communications Center

g.banya09@comcast.net

Font size

## FW: Code of Conduct

From : Gloria A. Sesay &lt;Gloria.Sesay@directgeneral.com&gt;

Tue Nov 10 2009 3:20:33 PM

Subject : FW: Code of Conduct

2 attachments

To : G Banya09 &lt;G.Banya09@comcast.net&gt;

From: DTarantinCEO

Sent: Tuesday, November 10, 2009 12:20 PM

To: Aaron A. Payne; Aaron L. Hale; Aaron Sandbulte; Abby G. Lewellen; Adam L. Troxler; Adam W. Herbison; Adarsh Raveendran; Adrian C. Opinion; Adrianna B. Valdez; Adrienne L. Chapman; Ahmid B. Sesay; Aida I. Barada; Aimee B. Williams; Ajith Lal; Albert Ebersbach; Alecia M. Whitt; Alex E. Huertas; Alexander V. Campana; Alice A. Gonzalez; Alicia Campos; Alicia D. Pierce; Alisa S. Beloney; Allan D. Duarte; Allan J. Mackey; Allen Davis; Allen Winslow; Allison R. Busby; Amanda A. Blackford; Amanda Kay Jarrell; Amanda L. Rios; Amanda Mauck; Amanda R. Belone; Amanda S. Daigre; Amarnath Alppathurai; Amos A. Shirikissoon; Amy B. Ivey; Amy M. Sanford; Amy P. Stokes; Amy R. Richard; Ana L. Ferretiz; Ana P. Reeves; Ana Z. Bennett; Anantha S. Lekshmanan; Andrea J. Lidell; Andrea M. Berens; Andrew D. Partain; Andrew M. Schlesinger; Angel E. Machuca Mejias; Angel L. Vega; Angela D. Cooper; Angela D. Raines; Angela Green; Angela J. Wagner; Angela K. Militello; Angela L. Parker; Angela M. Boyd; Angela M. Taylor; Angela V. Thornton; Angelica A. Cevallos; Anilesh Yenumulapalli; Anita A. Clark; Anna G. Sarabia; Anna M. Armond; Anna T. Landry; Annette F. Glorro; Anthony D. Parker; Anthony L. Rucker; April J. Cola; Armando B. Longoria; Artis F. Williams; Ashley B. Burrell; Ashley Baker; Ashley D. Waldecker; Ashley H. Mack; Ashley J. McCray; Ashley L. Phillips; Austin G. Bonn; B. Joe Mitchell; Barbara A. Hollowell; Barbara A. Robinson; Barbara C. Sholmire; Barbara Grillo; Barbara J. Glover; Bernadette Germain; Bernice L. Batise; Bessy R. Manzano; Beth A. Hollingsworth; Beth J. Hunt; Betsy Santana; Bettina C. Head; Betty F. Thomas; Betty P. Haddock; Beverly A. Sandifer; Beverly E. Leagea; Beverly J. Bench; Bill C. Zamanis; Bill E. Lowry; Bill Vanwagner; Billy A. Levine; Blanca L. Jerezano; Bonnie D. Dencausse; Bonnie I. McKenzie; Brack I. Stacy; Brad White; Brandon R. Cordle; Brandy N. Atkins; Brandy R. Eppinett; Brandy R. Morris; Brandy Ross; Brenda C. Bostwick; Brenda F. Chairs; Brenda F. Savage; Brenda P. Farris; Brenna L. Knierim; Brent Menier; Brent Owens; Brett A. Schultz; Brett O. Faulkner; Brian C. Cochran; Brian David Beach; Brian G. Moore; Brian K. Ott; Brian T. Hanrahan; Brianna A. Melendez; Brianne R. Adams; Brittany A. Sanders; Brittany D. Coverson; Brittany E. Cooner; Brittany E. Hopkins; Brittany L. Barber; Brittany L. Smith; Bruce Blair; Bruce R. Everett; Bruce W. Ellis; Brunilda K. Lazano; BU1000; BU1002; BU1003; BU1005; BU1010; BU1011; BU1013; BU1014; BU1015; BU1018; BU1020; BU1023; BU1024; BU1025; BU1027; BU1032; BU1033; BU1035; BU1036; BU1038; BU1054; BU1058; BU1059; BU1064; BU1065; BU1066; BU1067; BU1068; BU1075; BU1077; BU1078; BU1083; BU1084; BU1086; BU1087; BU1089; BU1090; BU1096; BU1103; BU1106; BU1108; BU1109; BU1110; BU1111; BU1116; BU1119; BU1120; BU1128; BU1129; BU1130; BU1131; BU1132; BU1133; BU1135; BU1140; BU1144; BU1151; BU1153; BU1154; BU1155; BU1156; BU1160; BU1162; BU1164; BU1165; BU1167; BU1168; BU1170; BU1171; BU1173; BU1174; BU1177; BU1178; BU1179; BU1180; BU1187; BU1188; BU1189; BU1190; BU1193; BU1194; BU1197; BU1198; BU1200; BU1203; BU1206; BU1217; BU1219; BU1227; BU1230; BU1231; BU1233; BU1241; BU1256; BU1257; BU1268; BU1270; BU1271; BU1273; BU1274; BU1277; BU1280; BU1281; BU1282; BU1283; BU1284; BU1285; BU1286; BU1290; BU1291; BU1292; BU1294; BU1299; BU1301; BU1304; BU1308; BU1309; BU1310; BU1316; BU1317; BU1318; BU1319; BU1323; BU1327; BU1332; BU1334; BU1339; BU1370; BU1374; BU1378; BU1385; BU1386; BU1388; BU1390; BU1391; BU1392; BU1393; BU1394; BU1396; BU1398; BU1401; BU1402; BU1404; BU1405; BU1406; BU1407; BU1408; BU1410; BU1411; BU1412; BU1414; BU1415; BU1416; BU1417; BU1418; BU1419; BU1420; BU1421; BU1422; BU1423; BU1424; BU1425; BU1426; BU1427; BU1428; BU1429; BU1431; BU1434; BU1435; BU1437; BU1438; BU1439; BU1441; BU1442; BU1443; BU1444; BU1445; BU1446; BU1447; BU1448; BU1449; BU1450; BU1452; BU1453; BU1454; BU1455; BU1456; BU1457; BU1458; BU1460; BU1461; BU1464; BU1465; BU1466; BU1468; BU1469; BU1471; BU1472; BU1473; BU1474; BU1475; BU1476; BU1477; BU1478; BU1479; BU1481; BU1482; BU1484; BU1485; BU1486; BU1487; BU1488; BU1489; BU1491; BU1493; BU1494; BU1495; BU1496; BU1497; BU1498; BU1499; BU1500; BU1501; BU1502; BU1503; BU1504; BU1505; BU1507; BU1510; BU1515; BU1516; BU1517; BU1518; BU1524; BU1525; BU1526; BU1527; BU1528; BU1529; BU1530; BU1532; BU1533; BU1534; BU1535; BU1536; BU1537; BU1538; BU1539; BU1545; BU1547; BU1548; BU1550; BU1551; BU1555; BU1556; BU1557; BU1559; BU1562; BU1564; BU1565; BU1568; BU1569; BU1570; BU1571; BU1575; BU1576; BU1577; BU1578; BU1580; BU1583; BU1592; BU1593; BU1594; BU1597; BU1598; BU1601; BU1602; BU1603; BU1607; BU1608; BU1609; BU1610; BU1611; BU1613; BU1614; BU1615; BU1617; BU1618; BU1619; BU1620; BU1621; BU1623; BU1625; BU1626; BU1627; BU1628; BU1631; BU1635; BU1639; BU1640; BU1641; BU1643; BU1644; BU1645; BU1646; BU1691; BU1705; BU1707; BU1708; BU1710; BU1714; BU1722; BU1734; BU1735; BU1737; BU1738; BU1739; BU1741; BU1745; BU1746; BU1757; BU1857; BU1858; BU1862; BU1864; BU1867; BU1869; BU1877; BU1880; BU1953; BU1980; BU1984; BU1987; BU1988; BU1989; BU1991; BU1999; BU2302; BU2305; BU2306; BU2307; BU2308; BU2309; BU2310; BU2311; BU2313; BU2316; BU2317; BU2318; BU2321; BU2322; BU2326; BU2327; BU2330; BU2331; BU2333; BU2338; BU2343; BU2344; BU2345; BU2350; BU2352; BU2354; BU2355; BU2356; BU2361; BU2362; BU2364; BU2377; BU2378; BU2379; BU2380; BU2381; BU2382; BU2389; BU2390; BU2391; BU2392; BU2394; BU2395; BU2398; BU2400; BU2401; BU2402; BU2403; BU2404; BU2405; BU2407; BU2409; BU2410; BU2411; BU2412; BU2413; BU2414; BU2415; BU2416; BU2417; BU2418; BU2419; BU2420; BU2421; BU2422; BU2424; BU2425; BU2428; BU2429; BU2432; BU2433; BU2436; BU2438; BU2439; BU2440; BU2441; BU2442; BU2443; BU2444; BU2445; BU2446; BU2447; BU2448; BU2449; BU2450; BU2451; BU2453; BU2455; BU2456; BU2458; Calandria N. Grayer; Calvin K. Curd; Cameron

COMMISSIONER'S DESIGNEE  
TENNESSEE DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
220 FRENCH LANDING DRIVE

NASHVILLE, TN 37243-1002  
ACKNOWLEDGMENT OF APPEAL

(615)741-2736  
FAX(615)741-0290

Claimant

GLORIA A SESAY  
504 WILSON DRIVE  
MOUNT JULIET TN 37122-0000

Employer

DIRECT GENERAL INSURANCE  
ATTN: STEPHANIE HAYNES  
1281 MURFREESBORO RD  
NASHVILLE TN 37217-0000

SSN# XXX-XXX-1735

**AVISO IMPORTANTE**

Board# 11B1954AA

This is to inform you that the claimant appealed the Appeals Tribunal Decision Number 1105578AA, dated 05/10/2011 to the Commissioner's Designee on 05/24/2011.

The Designee is appointed by the Commissioner to decide appeals from decisions of the Appeals Tribunal. It will review the record of the Appeals Tribunal hearing(s) on your case. It will make a decision, which it will mail to you as soon as possible.

Most cases are decided on the existing record. If additional evidence is offered, however, the Designee may set a hearing to receive that evidence before making a decision.

Do you wish to have another hearing to present additional evidence? yes no (check one). If yes, use the back of this form or a separate sheet to describe the evidence. Give a specific description of the facts it will prove and state why it was not presented to the Appeals Tribunal. Return the form within (7) calendar days of the date of this notice to the Commissioner's Designee, Tennessee Department of Labor Workforce Development, 220 French Landing Dr., Nashville, TN 37243-1002.

If the Designee sets a hearing, you will be notified of the date, time, and place for that Hearing. If additional evidence would not affect the Designee's decision, then the Designee will decide the case on the existing record without a hearing.

If a witness will not appear voluntarily, or if you do not possess the additional documents you wish to present, the Designee may require witnesses, papers, or objects to appear at a hearing by subpoena. If a subpoena is needed, please mail or fax the Designee a complete name and address for any witness, or custodian of a record or object, as soon as possible.

You may be represented by an attorney or other individual in this appeal. If you are a claimant, free or low-cost legal assistance may be available through your local Legal Services office or bar association.

The Designee's staff will answer questions about procedure. Do not call to influence the Designee's decision. Make those statements in writing or in a hearing.

If you send correspondence by fax, please do not send additional copies by mail. Please send the opposing party a copy of any correspondence that you send the Designee.

**Este es un aviso importante relacionado con sus beneficios de desempleo.**

CC:

Stephen Christopher  
Legal Aid Society of Mid Tn  
650 North Water Ave  
Gallatin, TN 37066

Date of mailing: 05/26/2011

t1: 07/08/2011

\_\_\_\_\_  
Signature of Person Returning Form



**TENNESSEE DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
EMPLOYMENT SECURITY DIVISION  
DECISION OF APPEALS TRIBUNAL**



**AVISO IMPORTANTE**

**DATE OF MAILING: 07/01/2010**

**DOCKET # 10-11785AA**

**OFFICE # 408**

**BYE 04/16/2011**

**CLAIMANT**

**EMPLOYER**

**GLORIA A. SESAY**

**DIRECT GENERAL INSURANCE**

**504 WILSON DRIVE**

**ATTN: PERSONNEL**

**MOUNT JULIET TN 37122 0000**

**1281 MURFREESBORO RD**

**NASHVILLE TN 37217-0000**

**SSN XXX-XX-1735**

**ER # 0000000**

**615-574-9771**

**615-399-0600**

On April 21, 2010, the claimant filed an initial claim for unemployment benefits. On May 27, 2010, the Agency found that the claimant had been forced to leave her most recent work because she was sick or disabled. In accordance with TCA § 50-7-303(a)(1), the claimant was not eligible until she returned to the employer and offered to work as soon as she was able to work again and perform her former duties. On June 1, 2010, the claimant filed an appeal from the Agency Decision to the Appeals Tribunal. After due notice to all interested parties, a telephone hearing was scheduled on this case on Wednesday, June 30, 2010, at which time the claimant appeared and testified. Velda Krancer, Director of Human Resources, appeared and testified for the employer.

After carefully considering the testimony and the entire record in the case, the Appeals Tribunal makes the following:

**FINDINGS OF FACT:** The claimant's most recent employment prior to filing this claim was as treasury assistant for Direct General Insurance from September 27, 2004 until April 21, 2010. The claimant was forced to leave her most recent work due to a non-work related medical condition that was not shown to be work-related on her medical certificate. The medical certificate also shows that the claimant's medical condition necessitated leaving usual work beginning April 19, 2010. The claimant has not been released to return to her usual duties. The claimant had notified the vice president of her medical condition, but the claimant did not provide the employer with any medical documentation substantiating her condition.

**CONCLUSIONS OF LAW:** The Appeals Tribunal holds that the claimant is not eligible for benefits. The issue is whether the claimant has been separated from work because of an illness or injury, notified the employer of the circumstances surrounding such separation, and presented the employer with a medical release authorizing the claimant to resume her former duties as contemplated by TCA § 50-7-303(a)(1). A person forced to leave work due to sickness will be disqualified for benefits while she is unable to work. The claimant will not be disqualified for benefits once she becomes available and able for work again if she (1) presents competent medical proof that she was forced to leave work; (2) notifies the employer of that fact as soon as it is reasonably practical to do so; (3) returns to the employer and offers herself for work as soon as she is again able to work; and (4) is able to perform her former duties.

Here, the claimant left work due to an illness not work related. The claimant notified the vice president of

her medical condition, yet there is no indication the claimant provided any supporting medical documentation. It is also unclear why the claimant did not request time off under Family Medical Leave. Nevertheless, the claimant has not been released to resume working, and the medical certificate does not establish whether or not she is or will be able to return to her usual duties. The claimant is not eligible for unemployment benefits. The claimant has failed to comply with provisions of the above-referenced statute and is not eligible for benefits.

**DECISION:** The Agency Decision is affirmed. The claimant is not eligible for unemployment benefits under TCA § 50-7-303(a)(1). The claim is denied as of April 21, 2010, and until the claimant qualifies for benefits in accordance with Tennessee Employment Security Law.

JS :jlc

/s/ Jacqueline Stephenson  
Unemployment Appeals Hearing Officer

Pursuant to the provisions of TCA § 50-7-304(c), this decision will become final on 07/16/2010 unless any interested party makes a written appeal to the Board of Review, Tenn. Dept of Labor and Workforce Development, 220 French Landing Dr., Nashville, TN 37243-1002 (Fax (615) 741-0290).

If the last day for filing falls on a weekend or holiday, the deadline extends to the next business day.

Please include the claimant's Social Security number on all correspondence.

Claimant is responsible for certifying his/her eligibility on a weekly basis as long as he/she is unemployed.

**Este es un aviso importante relacionado con sus beneficios de desempleo.**



**Gloria A. Sesay**

---

**From:** Gloria A. Sesay  
**Sent:** Wednesday, January 13, 2010 5:38 PM  
**To:** Kim M. Jones  
**Subject:** RE: Wells Fargo Logon

Thank you Kim., I do appreciate it.

Have a good evening.  
Gloria

---

**From:** Kim M. Jones  
**Sent:** Wednesday, January 13, 2010 5:37 PM  
**To:** Gloria A. Sesay  
**Subject:** Wells Fargo Logon

Gloria,

Your user ID for Wells Fargo is SESAYG. Your temporary password is Monday01.

Let me know if you have any questions.  
Thanks

## Gloria A. Sesay

---

**From:** Gloria A. Sesay  
**Sent:** Thursday, September 24, 2009 5:08 PM  
**To:** Todd Hagely  
**Subject:** RE: Hostile Environment

**Importance:** High

**Categories:** Red Category

Todd,  
Thank you very much for taking the time to listen to plea. I am really grateful for your patience and understanding and continue to pray that things get better.

I am forwarding you this explanation because I had brought it up in the meeting. Yes, I was called by our Rep at Capital One Bank (225) 242-4158 and was very upset based on the telephone call received from Kim and the way she has addressed her. She took insult to it, but I tried to calm her down and was wondering what brought about all this.

This would have never happened if they would have let me perform my duties. I did all the tax deposit tickets and there was no problem compared to the Links in terms of the number of accounts. Now we are having a dent on our Company's reputation because of these spiteful things. Thinking they're hurting Gloria but indirectly it is costing the company. In terms of paying for reprints, errors and delay in processing our deposits.

When these things happens, who do they call to rectify it? "The Stone that the Builder rejected"  
I am called in to redo the work, the Clients/ Banks calls me to see what is going on. I now become a mediator even though I am being exterminated.

How did I found out about yesterday's rift on the phone between my Boss and the Bank. She never mentioned it to me and I never did ask but I was called upon as much as  
I was gone to help in resolving the issue by clarifying what is it that we needed. (specifics)

DSM's communicates with me, the Agents and so on, but I do not come and question anyone but tries to calm things down.  
I don't think it is the Banks fault if the job would have been channeled correctly.

I did not bring this up to Kim it is just coincidental that this happened today and she never mentioned it either. That is what happens when job functions are not channeled correctly or clarified.

Gloria Sesay  
Ext. 3639

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**From:** Todd Hagely  
**Sent:** Thursday, September 24, 2009 2:01 PM  
**To:** Gloria A. Sesay  
**Subject:** RE: Hostile Environment

sure

**Gloria A. Sesay**

---

To: Kim M. Jones  
Cc: Heather Ebersberger  
Subject: Response to Meeting Rescheduled as of 11/19/09

Dear Kim,

*Reiterate*  
This is too ~~ret~~ *reiterate* our meeting as of 11/17/09. I know for sure that I do not have a performance problem as I perform over and beyond my call of duty. But as you've stated To me before that you will never recommend me for a job neither promote ~~me~~, I respect your corresponding actions to your sayings. You refused to put it in writing my questions to you regarding my job functions and productivity. I know the reason beyond that which is not to contradict your sayings and opinion about me.

My query is, when you called me in last week, it was not based on job performance rather that your usual vindictiveness of hearsay. Since this has been taken to HR, why not let them handle it for now based on the President's email. As stated before in person as well as in writing, there ~~are~~ *is* an issue of "Trust, Respect and Fairness" these three are ~~vitals~~ in any relationship especially in business

When this is resolved, we can continue with your suggestions but for now our problem is not that of job functions but of work ethic/relations. I am tired of been called into your office about what Jane, Peter and Harry said. People following me around even to the ladies room. I am not here to be baby sat rather than to make a living and this I do by ~~been~~ *being* productive. I need my health (sanity). Too much hostility and I ~~want~~ *went* to be able to serve my President and Company fully with all wholeness and is therefore entrusting my patience to them in resolving the issue.

Sincerely,

Gloria Sesay  
(615)365-3639

FILED  
A.M. OCT 14 2011 P.M.  
7:05  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

## **Direct General Corp.**

Effective 1/1/2011, Direct General Corp. has contracted with UnitedHealthcare to administer and track its employees' Family and Medical leaves in accordance with the Family Medical Leave Act (FMLA).

## **Family and Medical Leaves**

### **(FML)**

- Protects employee absences for:
  - Own serious health condition
  - Caring for spouse, child, same-sex domestic partners, or parent with serious health condition
  - Adoption or foster care placement of a child
  - Birth of a child
  - Care of a Injured Service Member
  - Qualifying military Exigencies
- Eligibility after twelve months service and 1,250 hours worked in the preceding twelve months
- Employee and healthcare provider must complete certification form
- UnitedHealthcare receives paperwork and determines eligibility
- 12 weeks maximum eligibility per rolling 12 month period

## **What's Changing?**

- Modification of call-in procedures
- Outsourcing FMLA tracking and approval process
- Direct communication with employees
- Maintain employee privacy
- More frequent follow-up with employees
- Employee advocacy

## **FMLA Employee**

### **Responsibilities**

- Inform your supervisor when you need to be absent from work
- When leave is foreseeable, provide 30-days notice prior to leave
- Have your health care provider complete and sign the FMLA paperwork, and return it to UnitedHealthcare within 15 days
- Notification will be mailed to you regarding leave approval or denial to your home address
- Please refer to the FMLA policies to review specifics of Direct General's policies for family care and medical leave

## **What Should I Do When I'm Able to Return to Work?**

- When returning to work from FMLA absence for your own serious health condition, obtain medical provider's authorization to return to work
- Bring your completed return-to-work authorization form to your supervisor
- Call 866-556-8298 to provide information on your return to plans

## **FMLA Absence Reporting**

- Notify your supervisor
- Call UnitedHealthcare's toll-free number **1-866-556-8298** to request a leave of absence for Family and Medical Leave (with or without concurrent disability)

Call UnitedHealthcare or your Human Resource representative if you have questions about FMLA leaves

TN Dept of Labor and Workforce  
Employment Security Division  
220 French Landing Drive  
Nashville, TN 37243-1002  
Attn: J. Stephenson

**FILED**  
A.M. OCT 14 2011 P.M.  
1:05  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

SS Number: 413-47-1735  
Claimant: Gloria A. Sesay  
Company  
504 Wilson Drive  
Mount Juliet, TN. 37122  
(615) 553-4711

Docket Number: 10-11785-AA  
Employer: Direct General Insurance  
  
1281 Murfreesboro Road  
Nashville, TN 37217-0000  
(615) 399-0600

Dear Sir/Madam,

Please find supporting documentation as to the said case set for telephone hearing on Thursday June 30th 2010 at 1:45pm Central Time.

Please note the in the telephone number from (615) 574-9771 to (615) 553-4711. The latter is a land line which is preferable.

Also, I am submitting the following names as witnesses or asked that they be subpoenas as the are coworkers who are presently employed with the company.

Marivuana Stout-Leinoff - She said she can be conferenced in you want to  
1810 Shelby Avenue  
Nashville, TN 37206  
(615) 838-6664 Cell  
(615) 228-4444 Home

Sherri Price  
1416 Cleves Street  
Old Hickory, TN 37138  
(615) 513-7480 Cell  
(615) 847-4884 Home

Thank you very much for your understanding as I look for to talking with you.

Regards

Gloria Sesay

## Performance Appraisal Response as of 11/19/08

1. Based on the job description I applied for, I was never trained on all of them. The ones that I was trained on, I fully performed. (exhibit .1 – job ad)
2. As a new hire, I was assigned a trainer by the name of Bill Meek. Due to his health, he was out most of the time. When I would seek help from his back-up or others on the team, it was one excuse after another e.g. I do not know how he does this/that, I have never worked that desk before, I don't want to tell you wrong, why don't you wait till he gets back. I would have to figure things out on my own as there was no procedure manual. There and then I knew there was no team effort.

3. I went on a short term disability.

4. The day I came back, a new member of the team quit and was instructed to hand me all her work load.

5. Two weeks later Hurricane Katrina hit and this created a set back both with the banks and our systems.

With all these issues at hand, I was expecting Kim to have called a team meeting to see where we stand and how we can pull together to work around these issues. She did her usual thing by listening to gossip and made a hasty decision.

For the fact that I was new, I did not want to fight but believed that whatever area she puts me, based on my knowledge, skills and work experience, I will persevere and excel as usual and that is exactly so, even though Kim refused to see that. (exhibit. 2 – Carins & NSF's)

6. I was never trained on credit card matching. Based on Kim's accusation that I was not competent in processing deposit corrections, as late as August she asked me to resolve an issue (exhibit 111 – Trustmark) Also, if the people she so trusted, were more capable than I, there was an issue that I was working on when Kim took me off that desk, that case was never closed since December 2005 until this Summer when our client came back requesting her \$40.00 credit. Who did Kim suggest or think is capable in the entire team to retrieve funds that far gone, no other but Gloria. (exhibit. 1V)

The job that I was described as incompetent in doing, when a critical issue arises, I am the one always brought in as an expert in that field.

All I see is envy, jealousy, vindictiveness which produces nothing but strife. Any manager that listens to gossip and acts on it is incompetent. A good manager should be aforethought.

7. Under work related skills, Kim at first gave me "Below Standard." When I questioned her, she told me she is basing it on the "Missing Deposit" as of 08/08. Todd in the presence of Linda Young told her to leave it alone at a previous meeting. Is this not Coercive Power? (see excerpt - V)

Why should I be penalized for doing my job? Where does company loyalty stand if Kim is so concerned about Chase, and where do ethics stand, for me to refer to another Employee been a thief. This is illegal and it is not my place.

8. I need better explanation about her stating that "I need to use more discretion in some of my correspondence" I want her to elaborate, has anyone ever complained about my written/ Oral communication? Has it affected the company's mission? Was Direct not aware of my national origin, is Kim questioning my educational background, level of education or the school I attend?

## Performance Appraisal Response as of 11/19/08

What big picture is she referring to? I will like an explanation, together with an example in order for me not to make the same mistake if there has been any.

9. I am the only employee servicing all of Direct agencies, mobile, claims and corporate offices, setting up accounts, resolving issues with banks including other assignments and special projects. What does Kim mean by slow times?

Even the District managers are broken down by having Regional managers. It is not wise for someone to show some appreciation or be conscientious in their dealings with others.

10. What is it about improving my access skills that has hindered or altered my job function?

What is it that I have excelled in? What skills do Kim think I possess? This is the reason for me posing the following questions that she has refused to answer stating that she will not respond to them in writing.

- a) What difference did my efforts make to the bottom line?
- b) What did I do to contribute to excellent customer service?
- c) Did my efforts make a dent toward furthering the Company's goals?
- d) Did I take leadership role when the opportunity arose?
- e) Do you want me to be your point of contact (liaison) between the Banks and the Agents as this is where they/we are having problems?
- f) What will you do to help me do a better job?
- g) Are there other people in the dept. who you believe can help me achieve these goals?

Then I said this shows that you can put bad things in writing about me but nothing good in writing that was when she got up from her seat and made the statement

**"I will never recommend you for any position"** for the fact that you were not submissive to me when I told you not to retrieve the funds from Chase and you continued on with it.

**I want Kim to know that this is a treat and it is illegal.**

No human being should be held down or kept from pursuing her dreams.

Not only is it in-humane, I am a US citizen, I have kids that are US citizens that I have to provide for.

What I see is a Manager that does not want it to be known that someone has been negligent in performing their responsibilities and that someone that she has been discrediting step-up in doing that job, a month later after the funds has been missing and retrieved them. I think she is embarrassed based on what she's have been communicating about me being incompetent, and also claiming that the agent did not have a Validated Receipts and so on when there has been one all along.

11. Based on my time, I am always here, I stay late to complete my work orders that comes in late from DM's, Trainers, Agents and so forth. I do not carry my work over as they are time sensitive. I reconcile all my accounts, retrieve all request all credits from banks errors on our NSF's.

## Performance Appraisal Response as of 11/19/08

I have to do thus as some of my colleagues that has second jobs or that has special assignments can come in on weekends, with me it is not so. So much has been done to me to get discouraged or frustrated but I have stuck it out because I care about Direct General Corp. Also, with all that I am going through working in such a hostile environment, it makes it difficult to come in. You're never appreciated, always reprimanded; do not know what is going on in the team. It is very frustrating. In order for me to function well, by maintaining my sanity, I choose to work around the hostility.

12. Kim stated that I need to document instructions regarding my duties, I have been requesting we write up a procedure manual since I started this job, I even included that in my response to the company survey. When it comes to documentation, I am number one. Every job that I perform is documented and I have a folder for each one.

Kim is not aware of my documentation because she chooses to ignore my communications to her by not returning my phone calls, read or respond to my emails.

I know for sure that I do not run into Kim's office because I am competent in my job functions and do not have time to gossip.

13. Kim states under results that I need more training on "Bank Account Maintenance" I have never been trained on that aspect, neither have I been asked to do it. This is the reason I asked Kim the seven questions on my self assessment that she told she me will not respond to in writing neither will she give me a copy if she of what she has drafted. I think this will help for me to know where I stand instead of constant criticisms for four years. I asked her, if I am not performing my duties, why am I still here, and she responded, I should have let you go along time ago. I said OK, you done that in actions; it's just that you are now putting it in words. To prove that I am submissive, when she asked me to explain "What I mean by the Treasury Team is not team oriented," I did respond in writing to show that I am honest and do have the company at heart. Who then is usurping power?



14. I asked Kim why I was excluded from the team meeting she held on the October 12, 2008

15. About 10:30 or 11:00am, she responded I do not remember but never denied it. (sunshine law)



**Performance Appraisal Response as of 11/19/08**

(If additional space is needed, continue on page 4)

COMPLETED BY 	DATE 11/19/08
EMPLOYEE ACKNOWLEDGEMENT 	DATE 12/01/08

Me signing this review doesnot mean  
that I acknowledge / agreed to what  
him has stated about me.

I attaching my response  
as of 12/1/08.

total of 36ps Submitted  
GB.

FILED  
A.M. 11:05 P.M.  
14 2011  
BARBARA WEBB, CLERK & MASTER  
CHANCERY COURT WILSON CO, TN

## Gloria A. Sesay

---

**From:** boydtatl@wellsfargo.com  
**Sent:** Wednesday, January 13, 2010 3:36 PM  
**To:** Kim M. Jones  
**Cc:** Gloria A. Sesay  
**Subject:** RE: Requesting 12/09 Statements- Direct General Insurance  
**Attachments:** Statement 4.pdf; Statement 1.pdf; Statement 2.pdf; Statement 3.pdf  
  
**Importance:** High

Hi Kim,

Please add Gloria as a user on CEO to view statements. She has to request them from me monthly and this can become costly. When statements are requested the charges is normally 10.00 per statement. I have been waiving this for Gloria but can not continue to do so. Please feel free to call me with question or for assistance.

Gloria- See requested statements attached.

Thank you,

Tanya Boyd  
Sr. Commercial Relationship Associate, CRE  
Ph: 415-394-4480  
Fax: 415-956-7238  
Email: [boydtatl@wellsfargo.com](mailto:boydtatl@wellsfargo.com)

---

**From:** Gloria A. Sesay [mailto:Gloria.Sesay@directgeneral.com]  
**Sent:** Wednesday, January 13, 2010 12:30 PM  
**To:** Boyd, Tanya L.  
**Subject:** RE: Requesting 12/09 Statements- Direct General Insurance

Can you please work me through?

---

**From:** boydtatl@wellsfargo.com [mailto:boydtatl@wellsfargo.com]  
**Sent:** Wednesday, January 13, 2010 2:28 PM  
**To:** Gloria A. Sesay  
**Subject:** RE: Requesting 12/09 Statements- Direct General Insurance

Hi Gloria,

I show that the accounts are all set up on CEO statements and Notices. Is there a reason why you are unable to pull them?

Tanya

---

**From:** Gloria A. Sesay [mailto:Gloria.Sesay@directgeneral.com]  
**Sent:** Wednesday, January 13, 2010 12:25 PM  
**To:** Boyd, Tanya L.  
**Subject:** Requesting 12/09 Statements- Direct General Insurance

## Ceridian Time &amp; Attendance

Home

You last logged in on: 11/21/2008 10:09A

## Accrual Listing - Paid Time Off for Gloria Sesay

Operations: Refresh Listing

List for Period: 01/01/2008 to 11/22/2008

Date	Day	Event	Amount	Balance
11/22/2008	Sat	Import Reset	-29.92	-29.92
11/21/2008	Fri	Timecard Entry	-8.00	-29.92
11/08/2008	Sat	Import Reset	-21.92	-21.92
10/25/2008	Sat	Import Reset	-31.92	-31.92
10/11/2008	Sat	Import Reset	-31.92	-31.92
09/27/2008	Sat	Import Reset	-31.92	-31.92
09/13/2008	Sat	Import Reset	-41.92	-41.92
08/30/2008	Sat	Import Reset	-41.92	-41.92
08/02/2008	Sat	Import Reset	-51.25	-51.25
07/18/2008	Fri	Timecard Entry	-8.00	-60.58
07/05/2008	Sat	Import Reset	-52.58	-52.58
07/03/2008	Thu	Timecard Entry	-8.00	-61.93
07/02/2008	Wed	Timecard Entry	-8.00	-53.93
07/01/2008	Tue	Timecard Entry	-8.00	-45.93
06/30/2008	Mon	Timecard Entry	-8.00	-37.93
06/27/2008	Fri	Timecard Entry	-8.00	-29.93
06/26/2008	Thu	Timecard Entry	-8.00	-21.93
06/21/2008	Sat	Import Reset	-13.93	-13.93
06/16/2008	Mon	Timecard Entry	-8.00	-13.93
06/07/2008	Sat	Import Reset	-5.93	-5.93
05/24/2008	Sat	Import Reset	-15.27	-15.27
05/19/2008	Mon	Timecard Entry	-8.00	-15.27
05/10/2008	Sat	Import Reset	-7.27	-7.27
		Timecard		

11.667 - 1 MONTHS - 1.1667. PER MONTH. FIRST BYRS  
 2.5 - 2 MONTHS 1.25. PER MONTH FOR YEARS  
 14.167.

20 HOURS.

3 TO 4 DAYS

4 - 15 DAYS

12  
 16

- 10 DAYS -

120.

14

13.5

5

Accrual Listing - Ceridian Time & Attendance for Kimberly Jones

Page 2 of 2

05/09/2008	Fri	Entry	-4.00	-7.27
04/26/2008	Sat	Import Reset	-3.27	-3.27
04/12/2008	Sat	Import Reset	-12.62	-12.62
03/31/2008	Mon	Timecard Entry	-8.00	-12.62
03/29/2008	Sat	Import Reset	-4.62	-4.62
03/21/2008	Fri	Timecard Entry	-8.00	-13.95
03/20/2008	Thu	Timecard Entry	-8.00	-5.95
03/15/2008	Sat	Import Reset	2.05	2.05
03/01/2008	Sat	Import Reset	2.05	2.05
02/16/2008	Sat	Import Reset	-7.28	-7.28
02/02/2008	Sat	Import Reset	-7.28	-7.28
01/19/2008	Sat	Import Reset	-16.63	-16.63
01/05/2008	Sat	Import Reset	-42.60	-42.60

13.5

Operations: [Refresh Listing](#)

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**TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**  
**220 FRENCH LANDING DRIVE**  
**NASHVILLE, TENNESSEE 37243-1002**  
**WAGE TRANSCRIPTION AND INITIAL DETERMINATION**

**THIS IS YOUR MONETARY DETERMINATION. YOU COULD BE INELIGIBLE FOR BENEFITS DUE TO OTHER REASONS.**

GLORIA A SESAY  
504 WILSON DRIVE  
MOUNT JULIET, TN 37122-2812

DATE DETERMINED	LOCAL OFFICE	WEEKLY RETIR. DEDUCT	PROGRAM CODE	SOCIAL SECURITY ACCOUNT NUMBER
05/12/11	0408	000	1	XXX-XX-1735
DATE FILED	BASE PERIOD			DATE BENEFIT YEAR ENDS
	FROM	TO		
05/12/11	MO. DAY YR. 01/01/10	MO. DAY YR. 12/31/10		MO. DAY YR. 05/05/12

YOU MAY EARN UP TO \$50.00 WITHOUT REDUCING YOUR WEEKLY BENEFIT AMT OF \$190.  
YOU WILL RECEIVE DEPENDENT ALLOWANCE OF \$15.

[illegible]

REASON YOU ARE NOT ELIGIBLE FOR MONETARY BENEFITS

☐ NO WAGE CREDITS      ☐ INSUFFICIENT WAGE CREDITS

**INFORMATION CONTAINED IN YOUR UNEMPLOYMENT INSURANCE CLAIM FILE MAY BE RELEASED TO OTHER GOVERNMENT AGENCIES, AS REQUIRED BY LAW.**

000322

## IMPORTANT

IF THE WAGES SHOWN ON THIS TRANSCRIPT ARE NOT YOUR CORRECT BASE PERIOD WAGES OR IF YOU HAVE QUESTIONS, CONTACT THE LOCAL LABOR AND WORKFORCE DEVELOPMENT OFFICE.  
(SEE REVERSE SIDE FOR WAGE PROTEST.)

## WARNING

**BE SURE YOU REPORT ALL OF YOUR EARNINGS FOR EACH WEEK YOU CLAIM BENEFITS.  
SEVERE PENALTIES ARE PROVIDED FOR MAKING FALSE STATEMENTS OR FAILURE TO DISCLOSE MATERIAL  
FACTS TO OBTAIN OR INCREASE BENEFITS.**

**TENNESSEE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**  
**220 FRENCH LANDING DRIVE**  
**NASHVILLE, TENNESSEE 37243-1002**  
**WAGE TRANSCRIPTION AND INITIAL DETERMINATION**

THIS IS YOUR MONETARY DETERMINATION. YOU COULD BE INELIGIBLE FOR BENEFITS DUE TO OTHER REASONS.

GLORIA A SESAY  
504 WILSON DRIVE  
MOUNT JULIET, TN 37122-2812

DATE DETERMINED	LOCAL OFFICE	WEEKLY RETIR. DEDUCT	PROGRAM CODE	SOCIAL SECURITY ACCOUNT NUMBER
04/21/10	0408	000	1	XXX-XX-1735
DATE FILED	BASE PERIOD			DATE BENEFIT YEAR ENDS
	FROM	TO		
04/21/10	MO. DAY YR. 01/01/09	MO. DAY YR. 12/31/09		MO. DAY YR. 04/16/11

**YOU MAY EARN UP TO \$68.75 WITHOUT REDUCING YOUR WEEKLY BENEFIT AMT OF \$275.**

[illegible]

REASON YOU ARE NOT ELIGIBLE FOR MONETARY BENEFITS

☐ NO WAGE CREDITS      ☐ INSUFFICIENT WAGE CREDITS

INFORMATION CONTAINED IN YOUR UNEMPLOYMENT INSURANCE CLAIM FILE MAY BE RELEASED TO OTHER GOVERNMENT AGENCIES, AS REQUIRED BY LAW.

000304

## IMPORTANT

IF THE WAGES SHOWN ON THIS TRANSCRIPT ARE NOT YOUR CORRECT BASE PERIOD WAGES OR IF YOU HAVE QUESTIONS, CONTACT THE LOCAL LABOR AND WORKFORCE DEVELOPMENT OFFICE.  
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**BOARD OF REVIEW**  
**Tennessee Department of Labor and Workforce Development**  
**AVISO IMPORTANTE**  
**Decision**

**10B3764BA**

**CLAIMANT**

GLORIA A SESAY  
504 WILSON DRIVE  
MOUNT JULIET TN 37122-0000

**EMPLOYER**

DIRECT GENERAL INSURANCE  
ATTN: PERSONNEL  
1281 MURFREESBORO RD  
NASHVILLE TN 37217-0000

**SS #** XXX-XX-1735

**ER #** 00000000

**Date of Mailing:** December 07, 2010

**BYE** 04/16/2011

**LO #** 408

**HISTORY OF THE CLAIM:** This matter came before the Board of Review based upon a petition to rehear or reconsider filed by the claimant on November 16, 2010. No hearing was scheduled for the Board of Review. Based upon the entire record in this matter, the Board of Review makes the following:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW:** This case comes before the Board of Review on a medical exception issue. Both claimant and employer have held throughout that this was a discharge. The employer discharged the claimant for excessive absenteeism. The claimant has provided 2 doctor's statements that indicate she was under medical treatment and unable to work when she filed her claim. However, under these circumstances that is an issue of whether she was able and available for work.

**DECISION:** The petition to reconsider is granted. It is recommended that this case be remanded to the Agency for a decision on the discharge. If the claim is approved on that issue, the Agency must then determine if and when the claimant was able and available for work. If the claimant is now released to perform her former duties, she may be eligible to reopen her claim.

**BOARD OF REVIEW**

**/s/May Lavender**

**/s/Teresa McCadams**

**LM:ch/JS**



By law [TCA § 50-7-304(h)], this decision will become final in ten (10) days from the date of mailing or on 12/17/2010.

Before this decision becomes final, you may file a Petition to Rehear. If your Petition is mailed, the date of filing will be the postmark date. It should be mailed to Board of Review, TN Dept of Labor and Workforce Development, 220 French Landing Dr., Nashville, TN 37243-1002 (Fax (615) 741-0290). Your Petition to Rehear should explain why you want the claim reheard, including a description of any new or additional evidence you wish to offer.

**The Board will consider only one Petition to Rehear by a party.**

Once the Board's decision becomes final, you have thirty (30) days to file for judicial review of this decision [TCA § 50-7-304(i)]. You may file a Petition for Judicial Review in the Chancery Court of the county where you reside. If you reside outside the State of Tennessee, the Petition may be filed in Davidson County, Tennessee.

*The Petition must be filed against the Commissioner of Labor & Workforce Development and the opposing party. The Petition for Judicial Review must be filed on or before 01/16/2011.*

If the last day for filing falls on a weekend or holiday, the deadline extends to the next business day.

Eligibility depends upon filing weekly certifications, even during an appeal.

**Este es un aviso importante relacionado con sus beneficios de desempleo.**

**Interested Parties:**

LEGAL AID SOCIETY  
ATTN: STEVEN CHRISTOPH  
650 NORTH WATER ST  
GALLATIN, TN 37066

cc: Claimant  
Employer



**U.S. Equal Employment Opportunity Commission  
Memphis District Office**

1407 Union Avenue  
Suite 901  
Memphis, TN 38104  
(901) 544-0119  
(901) 544-0112 TTY  
(901) 544-0111 FAX

May 24, 2012

Gloria A. Sesay  
504 Wilson Drive  
Mount Juliet, TN 37122

Re: FOIA No.: 4902012161495  
Gloria A. Sesay v. Direct General Insurance Company  
Charge No. 494-2010-01401

Dear Ms. Sesay:

Your request under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, received by the Memphis District Office on May 21, 2012 is assigned the above FOIA number. It will be processed by Rose Wheeler who can be reached at (901) 544-0135.

EEOC will issue a determination on your request on or before June 19, 2012. FOIA and EEOC regulations provide 20 working days to issue a determination on a request, not including Saturdays, Sundays and federal holidays. In unusual circumstances, EEOC may extend the 20 working days by 10 additional working days or stop processing your request until you respond to our request for fee or clarifying information. Should EEOC take an extension or stop processing your request, notice will be issued prior to the expiration of the 20 working days.

You may contact the Requester Service Center for status updates on your FOIA request or for FOIA information by telephone to (202) 663-4500, by fax to (202) 663-4679, by e-mail to FOIA@eoc.gov, or by mail to the EEOC, Requester Service Center, 131 M Street NE, Suite 5NW02E, Washington, DC 20507. Additionally, if you submitted your FOIA request on line, you may monitor its status at <https://egov.eoc.gov/foia/>.

Cordially,

A handwritten signature in cursive script, reading "Katharine W. Kores", is written over a horizontal line.

Katharine W. Kores  
District Director  
(901) 544-0151